

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 05-142

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

COMPACT SKID STEER LOADER

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, June 15, 2005** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex. **Bids may be downloaded from the City's website at www.lincoln.ne.gov (Keyword: bid) Prospective bidders must monitor the City website, for any addendums.**

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

EQUIPMENT SPECIFICATIONS
COMPACT SKID STEER LOADER

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1. APPLICATION

- 1.1 The skid steer loader will be utilized by the Public Works & Utilities Street Maintenance Operations in snow removal, and storm water system cleaning projects.
- 1.2 The loader furnished must be designed and configured to accept attachment equipment such as snow blowers and blades.
- 1.3 The loader furnished must be capable of being lifted and positioned into storm water systems without damage or distortion to the unit.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be new of the latest improved model in current production as offered to the commercial trade.
- 2.2 All advertised standard equipment will be provided whether or not specifically addressed.
- 2.3 Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacture.
- 2.4 Example model:
 - 2.4.1 Bobcat 463
- 2.5 Examples are intended to show the type and class of equipment desired.
- 2.6 Do not assume your standard equipment meets all details of the specifications merely because it is listed as an example.
- 2.7 Prior to the award of bid, the City may require an on-site demonstration of the equipment being offered, for test and evaluation.
 - 2.7.1 Such demonstrations must be conducted within two weeks of notification and be at no cost to the City.
- 2.8 **Loaders offered which deviate in some areas of the technical specifications but are equal in design, performance and quality will be given consideration.**
 - 2.8.1 **The right to evaluate specification compliance and equivalency is reserved by the City.**

Meets Specs.

Yes No

3. BASIC DESIGN

- | | | | |
|---|---|-----|--|
| — | — | 3.1 | Rubber tired unit, four wheel drive. |
| — | — | 3.2 | Diesel powered. |
| — | — | 3.3 | Hydrostatic drive with hydraulically operated loader, marketed for industrial use. |

4. ENGINE

- | | | | |
|---|---|-----|---|
| — | — | 4.1 | Diesel-powered, three cylinder, water cooled. |
| — | — | 4.2 | <u>Minimum</u> 22 net horse power. |
| — | — | 4.3 | Full flow spin-on type oil filter. |
| — | — | 4.4 | Dry-type air cleaner with restriction indicator and Turbo II pre cleaner. |
| — | — | 4.5 | Muffler. |

4. ENGINE cont.

Meets Specs.

Yes No

- ___ ___ 4.6 Cold weather starting aid.
- ___ ___ 4.7 110 volt engine coolant heater.
- ___ ___ 4.8 Anti-freeze protection to -30 degrees F. (Peak Final Charge)
- ___ ___ 4.9 Fuel filter with water separator.
- ___ ___ 4.10 Manufacturer's heavy duty cooling package with surge tank.
- ___ ___ 4.11 Minimum 6 gallon fuel tank.

5. APPROXIMATE DIMENSIONS (with standard bucket)

- ___ ___ 5.1 Length 100 inches.
- ___ ___ 5.2 Width 36 inches.
- ___ ___ 5.3 Height 70 inches. (top of cab)
- ___ ___ 5.4 Wheelbase 30 inches.
- ___ ___ 5.5 Ground clearance 5 inches.

6. PERFORMANCE (per S.A.E standards less optional counterweight or ballast)

- ___ ___ 6.1 Rated operating capacity 700 lbs.
- ___ ___ 6.2 Operating weight 2700 lbs.
- ___ ___ 6.3 Tipping load 1400 lbs.
- ___ ___ 6.4 Tilt breakout force 2000 lbs.
- ___ ___ 6.5 Reach at maximum height 18 inches.
- ___ ___ 6.6 Clearance at maximum lift and dump 70 inches.
- ___ ___ 6.7 Turning radius with standard bucket 65 inches maximum.
- ___ ___ 6.8 Angle of departure 25 degrees minimum.
- ___ ___ 6.9 Travel speed 6.0 mph.

7. LOADER

- ___ ___ 7.1 Equipped with standard 36" general purpose bucket:
 - ___ ___ 7.1.1 Heaped capacity 4.5 cubic feet minimum.
 - ___ ___ 7.1.2 Bolt on cutting edge.
 - ___ ___ 7.1.3 Width of bucket will not be less than the overall width of the loader.
- ___ ___ 7.2 Mechanical quick connect/disconnect loader coupler.

8. HYDRAULIC SYSTEM

- ___ ___ 8.1 The hydraulic system shall be capable of powering attachments as specified.
- ___ ___ 8.2 Minimum 10 GPM total pump capacity @ governed RPM.
- ___ ___ 8.3 Front auxiliary hydraulic circuit to include attachment control kit and flat face quick couplers.
- ___ ___ 8.4 Three section control valve with float function on lift spool.
- ___ ___ 8.5 High capacity air to oil hydraulic oil cooler.
- ___ ___ 8.6 Minimum 10 micron hydraulic filter.

Meets Specs.

Yes No

9. COUNTER WEIGHT

- — 9.1 Optional counter weight will be provided if available through and recommended by manufacture for use with loader or attachments

10. DRIVE SYSTEM

- — 10.1 Full hydrostatic with dynamic braking.
— — 10.2 Heavy-duty drive chain to each wheel.
— — 10.3 Heavy-duty 5 bolt wheels.
— — 10.4 23 x 5.70-12, 4 ply standard duty tires. (or equal design)
— — 10.4.1 Spare tire and wheel will be provided.
— — 10.5 Drive chains will be oil lubricated.

11. OPERATORS STATION

- — 11.1 Fully enclosed ROPS/FOPS certified safety cab enclosure.
— — 11.1.1 Tip-up or roll-out service access design.
— — 11.1.2 Deluxe, vinyl covered adjustable seat with arm rests and retractable seat belt.
— — 11.1.3 Safety interlock system, requiring operator to be secured in proper operating position.
— — 11.1.4 Top, rear and sliding side windows.
— — 11.1.5 Deluxe sound suppression package.
— — 11.2 Factory installed heater/defroster.
— — 11.3 Interior rear vision mirror.
— — 11.4 Skid resistant self-cleaning entry step.
— — 11.5 Dual access grab handles.

12. INSTRUMENTS

- — 12.1 Manufacturers standard gauge and monitoring system will be provided with the following as a minimum:
— — 12.1.1 Electric fuel gauge.
— — 12.1.2 Engine hour meter.
— — 12.2 Instruments and gauges will be illuminated for night operation.

13. CONTROLS

- — 13.1 Manufacturers standard loader, steering and throttle controls.

14. BRAKES

- — 14.1 Dynamic braking through hydrostatic drive
— — 14.2 Manufacturers standard park brake which is automatically engaged through the safety interlock system.

15. ELECTRICAL SYSTEM

- — 15.1 12 volt negative ground with fuse or circuit breaker protection.
— — 15.2 Heavy-duty 600 CCA maintenance free battery.
— — 15.3 65 AMP alternator.
— — 15.4 Two (2) front work lights.
— — 15.5 Two (2) rear work lights.
— — 15.6 Two (2) rear tail lights.
— — 15.7 Cab mounted strobe light.

Meets Specs.

Yes No

16. DECIBEL LEVEL

___ ___ 16.1 Please state decibel level in operator's position with doors and windows closed, per SAE standards under full load _____ dba.

17. PAINT

___ ___ 17.1 Manufacturer's standard color.

18. SERVICE ACCESS

___ ___ 18.1 Loader must be designed in a manner as to allow for easy service and repair of major components without requiring extensive disassembly of loader.

___ ___ 18.2 Vendor may be required to demonstrate serviceability of model bid upon request.

___ ___ 18.3 All filters shall be readily accessible.

19. MANUALS

___ ___ 19.1 One (1) complete service and overhaul manual.

___ ___ 19.2 One (1) complete parts manual.

___ ___ 19.3 Two (2) operators manuals.

20. MISCELLANEOUS EQUIPMENT

___ ___ 20.1 Electronic back-up alarm

___ ___ 20.2 Single point lift system.

___ ___ 20.3 Lift arm service support(s).

21. WARRANTY

___ ___ 21.1 Manufacturers standard warranty will apply.

___ ___ 21.2 Please state terms and conditions of warranty with the bid proposal.

___ ___ 21.3 During the warranty period, it shall be the responsibility of the successful bidder to perform warranty repairs F.O.B., Fleet Services Garage, 901 North 6th Street, Lincoln, Nebraska or, at the successful bidder's discretion, to transport the equipment to the factory authorized repair facility for such repairs.

21.3.1 All transportation costs associated with such warranty repairs will be paid by the successful bidder.

22. DELIVERY

___ ___ 22.1 Delivery shall be F.O.B., Fleet Services Garage, 901 North 6th Street, Lincoln, Nebraska, 68508, completely assembled and ready for operation to include all manuals and miscellaneous equipment identified.

Meets Specs.

Yes No

23. OPTIONS (Please price separately)

- | | | |
|-----|---------|---|
| — — | 23.1 | Hydraulic Two-Stage Snow Blower as follows: |
| — — | 23.1.1 | Example Model A Bobcat SB150x36". |
| — — | 23.1.2 | Width 39". |
| — — | 23.1.3 | Overall height 50". |
| — — | 23.1.4 | Length 37". |
| — — | 23.1.5 | Intake height 23". |
| — — | 23.1.6 | Fan diameter 15". |
| — — | 23.1.7 | Auger diameter 14". |
| — — | 23.1.8 | Power chute rotation 276 degree. |
| — — | 23.1.9 | Power deflector. |
| — — | 23.1.10 | Replaceable bolt-on cutting edge. |
| — — | 23.1.11 | Adjustable shoes. |
| — — | 23.1.12 | Throwing distance 25'. |
| — — | 23.1.13 | Operating weight 428 lb. |
| — — | 23.1.14 | Blower activation, chute rotation and deflector movement must be cab controlled. |
| — — | 23.1.15 | Quick connect/disconnect attachment coupler will be compatible with coupler provided on loader. |
| — — | 23.1.16 | Hose whips and loader compatible flat face hydraulic couplers, to be provided. |
| — — | 23.1.17 | Operator, parts and service manual to be provided. |
| — — | 23.1.18 | Manufacturers standard warranty shall apply. |
| — — | 23.2 | Delete 36" bucket as described in Item 7.1. |

PROPOSAL
SPECIFICATION NO. 05-142
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, June 15, 2005

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers ____ through ____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

| <u>Item</u> | <u>Qty.</u> | <u>Unit</u> | <u>Description</u> | <u>Unit cost</u> | <u>Total Cost</u> |
|-----------------|-------------|-------------|---|------------------|-------------------|
| 1. | One (1) | Each | Compact Skid Loader Make _____ Model _____ | Lump Sum | \$ _____ |
| Options: | | | | | |
| 2. | One (1) | | Hydraulic Two-Stage Snow Blower Make _____ Model _____ | Lump Sum | \$ _____ |
| 3. | | | Delete 36" Bucket as described in 7.1 | Delete | \$ _____ |

BID SECURITY REQUIRED: _____ **YES** X **NO**

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 05-142

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

ESTIMATED DELIVERY DAYS

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents.

Bid Tabulations can also be viewed on our website at: Lincoln.ne.gov Keyword: Bid

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve it's requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or

destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☒ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.